

**IN THE UNITED STATES BANKRUPTCY COURT FOR THE NORTHERN DISTRICT  
OF GEORGIA ATLANTA DIVISION**

IN RE : CHAPTER 13  
:  
ABUDU JOHN IGEIN : CASE NO: 25-50776-PMB  
Debtor, :  
:

PERFORMANCE FINANCE (A  
DIVISION OF EVERGREEN BANK  
Movant,

v.

ABUDU JOHN IGEIN, Debtor; and  
MELISSA J. DAVEY, Trustee.

Respondent

CONTESTED MATTER

BY: VAMIA S. ALLEN  
CLERK  
DEPUTY CLERK  
S#H

2025 MAR -5 AM 11:22

FILED IN CLERK'S OFFICE  
U.S. BANKRUPTCY COURT  
NORTHERN DISTRICT  
OF GEORGIA

**RESPONDENT'S RESPONSE TO MOVANT AND COUNTERCLAIM**

**NOW COMES ABUDU JOHN IGEIN** ("Respondent") and moves this Honorable Court to dismiss the movant's requests for relief from automatic stay. The Respondent also asked this Court to discharge this matter and award the former the vehicle (2022 Polaris Slingshot SL with VIN #57XAAPHD1N8147722 free and clear from Lien.

1.

As to paragraph 1 of the movant's claim, "On 1/24/2025, Abudu John Igein ("Debtor") filed a Voluntary Petition pursuant to 11 U.S.C. Chapter 13, and said case is pending before this Court," this is true.

2.

As to paragraph 2 of the movant's claim, Abudu John Igein does not have enough evidence to refute this claim as the true value of the vehicle. However, the Respondent finds the price of the vehicle to be between \$1000 to \$1500.

Guarantee New Polariss Slingshot Slingshot Sl Autodrive 3-wheel Motorcycle - Buy Guarantee  
New Polariss Slingshot Slingshot Sl Autodrive 3-wheel Motorcycle Construction Tools  
Herramientas Can Am Polariss Milwaukee's Product on Alibaba.com

3.

As to paragraph 3, the movant alleges, "Movant has no proof of full insurance coverage protecting the interest its interest in the Collateral." This is a false claim. The Respondent maintains insurance on the said vehicle, and it's fully paid for a year. The Movant has lied to this Honorable Court and should be sanctioned and penalized, and other reliefs demanded by the Respondent should be granted.

4.

As to paragraph 4 of the movant's claim, "Debtor does not have equity in the Collateral and the Collateral is not necessary to a reorganization that is in prospect." The movant lied. The Respondent bought this vehicle to scale the rental part of his company. This vehicle is important to increase the company's rental income.

5.

As to paragraph 5, Cause exists including the lack of adequate protection to grant Movant relief from the automatic stay to authorize Movant to recover and dispose of the Collateral." This Honorable Court should deny this request.

### **ARGUMENT IN SUPPORT OF RESPONDENT MOTION FOR COUNTERCLAIM**

In Georgia, if a party (such as a “movant” for repossession) lies under oath regarding critical information, such as claiming that the “respondent does not have proof of insurance,” several legal provisions could be cited. Specifically, perjury and false statements under oath would apply in this case.

Here are the relevant citations:

1. **Perjury (O.C.G.A. § 16-10-71):** In Georgia, perjury is defined under O.C.G.A. § 16-1071. If the movant knowingly makes false statements under oath or affirmation in any legal proceeding, including a bankruptcy or repossession case, they can be charged with perjury. A person convicted of perjury in Georgia can face up to 10 years in prison. o

**O.C.G.A. § 16-10-71:** “A person commits the offense of perjury when, in any matter within the jurisdiction of any department, agency, or political subdivision of this state or of the United States, the person knowingly and willfully makes a false statement under oath or affirmation, or swears or affirms the truth of a false statement previously made, when the statement is material to the issue or matter involved.”

2. **False Statements in Bankruptcy (18 U.S.C. § 157):** If the repossession is part of a bankruptcy proceeding and the movant lies under oath in that context, they could also be subject to federal bankruptcy fraud laws. Bankruptcy fraud under 18 U.S.C. § 157 involves knowingly making false statements or claims and can lead to federal penalties, including imprisonment for up to 5 years.
3. **Bad Faith or Fraud in Repossession (O.C.G.A. § 44-14-230):** If the repossession is contested and involves false claims about the respondent’s insurance status, the court could find that the movant acted in bad faith or with fraudulent intent. Georgia law, under

O.C.G.A. § 44-14-230, outlines certain actions regarding wrongful repossession and could support sanctions if the movant is found to have lied to gain an unfair advantage.

- o **O.C.G.A. § 44-14-230:** This statute includes provisions regarding the repossession of vehicles, including wrongful or fraudulent repossession actions that violate the rights of the debtor.

**The Respondent herein supplies Exhibit A, his proof of insurance.** The Movant lies under oath. The Movant did not obey the Bankruptcy Court to wait and let the Court decide the amount proposed by the Respondent. The Movant also violated the automatic stay by this Honorable Court and by filing an early release from STAY BY THIS COURT shows careless disregard for the authority of this Court.

For this reason, and all the other reasons posited in this matter, and the supporting document tendered to this Honorable Court, the Respondent prays for the following relief:

**WHEREFORE,** the Respondent prays for the following reliefs:

1. Dismiss the Movant's request for removal of automatic stay.
2. Dismiss the Movant's request for repossession and the award of the vehicle.
3. Award the vehicle to the Respondent free and clear of charge or lien.
4. Award the Respondent \$500,000 for pain and suffering.
5. Grant such other and further relief as the Court deems to be just and proper.
6. Award injunctive damage to the Respondent in the form of a letter of apology.

This March 5<sup>th</sup>, 2025

A handwritten signature in black ink, appearing to read 'John Igein', with a stylized, cursive script.

Respectfully Submitted  
/s/ Abudu John Igein  
5051 Brown Leaf Court  
Powder Springs, GA 30127  
404.947.9278

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OF EVERGREEN BANK	:	
Movant,	:	CONTESTED MATTER
	:	
v.	:	
	:	
ABUDU JOHN IGEIN, Debtor; and	:	
MELISSA J. DAVEY, Trustee.	:	
	:	
Respondent	:	

**CERTIFICATE OF SERVICE**

I, the undersigned, hereby certify under penalty of perjury that I am, and at all times hereinafter mentioned, was more than 18 years of age, and that on 5<sup>th</sup> day of March, 2025, I served a copy of my Response to Movant's Claim for Repossession and Counterclaim which was filed in this bankruptcy matter on January 24<sup>th</sup>, 2025.

Mode of service: ☒ Emailed ☒ Hand-delivered ☒ Certified Mail

Name of each party served:

Ms. Miller

The Law Office of Lefkoff, Rubin, Gleason, Russon & Williams, P.C. Philip L. Rubin Georgia State Bar No. 618525 5555 Glenridge Connector Suite 900 Atlanta Georgia 30342 404-869-6900 prubin@lrglaw.com	Vania S. Allen Clerk of Court 1340 United States Courthouse 75 Ted Turner Drive SW Atlanta, Georgia 30303
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**I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND  
CORRECT.**



Dated: March 5<sup>th</sup>, 2025

Respectfully Submitted  
/s/ Abudu John Igein  
5051 Brown Leaf Court  
Powder Springs, GA 30127  
404.947.9278

**Exhibit**

**Exhibit A                      One Year Insurance Coverage for 2022 Polaris Slingshot SL**



**GEORGIA INSURANCE POLICY INFORMATION CARD**

INSURANCE COMPANY NAME



COMMERCIAL



PERSONAL

**SAFECO NATL INS CO**

POLICY NUMBER

**F3764298**

EFFECTIVE DATE

**01/05/2025**

EXPIRATION DATE

**01/05/2026**

NAMED INSURED

**ABUDU IGEIN**

**5051 BROWN LEAF CT**

**POWDER SPRINGS**

**GA 30127**

VEHICLE INSURED

YEAR

**2022**

MAKE/MODEL

**POLARIS SLINGSHOT SL**

VEHICLE IDENTIFICATION NUMBER

**57XAAPHD1N8147722**

SEE IMPORTANT NOTICE ON REVERSE SIDE

**KEEP THIS CARD IN YOUR MOTOR  
VEHICLE WHILE IN OPERATION**

**IN CASE OF ACCIDENT:** Report all accidents to your Agent/Company as soon as possible. Obtain the following information:

1. Name and address of each driver, passenger and witness.
2. Name of Insurance Company and policy number for each vehicle involved.

The current status of actual motor vehicle liability insurance coverage is maintained by the Georgia Dept. of Revenue and is accessible to law enforcement agencies upon a check of the vehicle registration.



Case #25-50776

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## U.S. Bankruptcy Court

### Georgia Northern Bankruptcy

Receipt Date: Jan 24, 2025 2:51PM

Abudu John Igein

Rcpt. No: 10006181

Trans. Date: Jan 24, 2025 2:51PM

Cashier ID: #RS

CD	Transaction	Case/Party/Defendant	Qty	Price	Amt
13IN	Ch 13 INST (ANY	25-50776	1	78.00	78.00

CD	Tender			Amt
CH	CHECK	#19-655446482	01/24/2025	\$78.00
Total Due Prior to Payment:				\$78.00
Total Tendered:				\$78.00
Total Cash Received:				\$0.00
Cash Change Amount:				\$0.00

Debtor: Abudu John Igein

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.

TRUSTEE  
MELISSA DAVEY  
(678) 510-1444  
FILING FEE

Case # 25-50776

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## U.S. Bankruptcy Court

### Georgia Northern Bankruptcy

THIS IS A COPY

Receipt Date: Jan 30, 2025 2:05PM

Abudu Igein

Rcpt. No: 10006262

Trans. Date: Jan 30, 2025 2:05PM

Cashier ID: #RS (5971)

CD	Transaction	Case/Party/Defendant	Qty	Price	Amt
13FI	Final Installmen	25-50776-pmb	1	235.00	235.00

CD	Tender			Amt
CH	CHECK	#29616939145	01/30/2025	\$235.00
Total Due Prior to Payment:				\$235.00
Total Tendered:				\$235.00

Debtor: Abudu John Igein

Only when the bank clears the check, money order, or verifies credit of funds, is the fee or debt officially paid or discharged. A \$53 fee will be charged for a returned check.